

JOHN J. TECKLENBURG MAYOR City of Charleston

South Carolina

Clerk of Council Department

VANESSA TURNER-MAYBANK CLERK OF COUNCIL

SPECIAL MEETING COMMUNITY DEVELOPMENT COMMITTEE AGENDA

A Special Meeting of the Community Development Committee will be held at **4:00** p.m., **Tuesday**, **May 16**, **2017** at 80 Broad Street, 2nd Floor, City Hall Council Chamber. The agenda will be as follows:

- Invocation
- a. Public Participation
- b. Approval of Minutes (Deferred)
- c. New Business:

Approval of a Memorandum of Understanding from Sky Garden Developers

d. Old Business

Miscellaneous Business Adjourn

If you have a conflict with this meeting, and will not be present, please call the Clerk's Office at 724-3726. Thank you for your cooperation in this matter.

VANESSA TURNER MAYBANK CLERK OF COUNCIL

cc: Councilmember Robert Mitchell., Chairman
Councilmember James Lewis, Jr, Vice-Chair
Councilmember William D. Gregorie
Councilmember Gary White
Councilmember Michael Seekings
Councilmember Perry K. Waring
Mayor John J. Tecklenburg
Mike Whack, Quality of Life
Geona Johnson, Housing and Community Development
Frances Cantwell, Legal Department

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacheri@charleston-sc.gov three business days prior to the meeting.

Agreement Regarding Workforce Housing (28 Woolfe Street)

THIS Agreement Regarding Workforce Housing ("<u>Agreement</u>") is made and entered into effective as of the _____ day of May, 2017 (the "<u>Effective Date</u>"), by and between CRP/SSCP WOOLFE STREET OWNER, LLC, a Delaware limited liability company ("<u>Owner</u>"), and the CITY OF CHARLESTON, a South Carolina municipal corporation ("<u>City</u>" or "<u>City of Charleston</u>").

RECITALS:

WHEREAS, Owner is constructing a mixed use building at 28 Woolfe Street, Charleston, South Carolina (the "Property"); and

WHEREAS, the Property is zoned Mixed Use 2 – Workforce Housing ("<u>MU-2/WH</u>") under Chapter 54 of the Code of the City of Charleston (the "<u>City Zoning Ordinance</u>"); and

WHEREAS, the City is considering an ordinance to amend the MU-2/WH requirements under the City Zoning Ordinance with respect to workforce housing to provide for a payment to the City in lieu of providing workforce housing (the "<u>Payment in Lieu</u>") (such ordinance, in such form as may be finally adopted and approved at final reading by City Council, is referred to herein as the "**Ordinance Amendment**"); and

WHEREAS, Owner expects to complete construction of the Property shortly and to obtain a certificate of occupancy ("<u>CO</u>") prior to final reading by City Council of the Ordinance Amendment; and

WHEREAS, Owner and the City desire to allow for the participation of the Property in the Payment in Lieu upon final reading of the Ordinance Amendment;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Delivery of Payment in Lieu and Workforce Housing Covenants</u>. Upon execution of this Agreement, Owner shall deliver to City (i) a deposit amount, in the form of an irrevocable letter of credit (in form satisfactory to the City), equal to \$520,587.60 (the "<u>Deposit</u>") and (ii) the fully executed Declaration of Covenants, Conditions and Restrictions for workforce housing in the form attached hereto as **Exhibit A** (the "<u>Workforce Housing Covenants</u>"). The Deposit and the Workforce Housing Covenants shall be held in escrow by the City pursuant to the terms of this Agreement. The Deposit is calculated based on the Payment in Lieu formula in the current proposed draft of the

Ordinance Amendment as approved by the Committee on Housing and Community Development as follows: Payment in Lieu equal to \$3.40/square foot x 153,114 gross square feet of the Property = \$520,587.60.

- 2. <u>Certificate of Occupancy</u>. Upon delivery of both the Deposit and the Workforce Housing Covenants to the City, the workforce housing requirements under the MU-2/WH zoning provisions for purposes of obtaining a CO shall be satisfied, and the Property shall be granted a CO following satisfaction of all other requirements therefor. Upon obtaining a CO, all residential units within the Property, including without limitation the fourteen (14) residential units identified as workforce housing units under the Workforce Housing Covenants (the "<u>Workforce Housing Units</u>"), may be leased by Owner at market rate rents to any persons, provided that such leases of the Workforce Housing Units shall not extend beyond July 31, 2018 (the "<u>Conversion Date</u>"). The Workforce Housing Covenants shall provide for a ten (10) year period commencing as of the Conversion Date during which the Property will be subject to the restrictions and conditions set forth therein.
- Release of Escrow. Upon final reading by City Council approving the Ordinance Amendment, the Deposit shall be applied to the Payment in Lieu thereunder, the parties shall execute and deliver any such other documents required to effect the Payment in Lieu under the Ordinance Amendment, and the Workforce Housing Covenants shall be returned to Owner and be of no further force or effect; provided however, that (i) if the Ordinance Amendment receives final reading and approval by City Council by October 1, 2017, but the formula for calculating the Payment in Lieu is decreased from the \$3.40/square foot set forth in the currently proposed draft, then the portion of the Deposit equal to the required Payment in Lieu shall be applied, and any excess shall be refunded promptly to Owner; (ii) if the Ordinance Amendment receives final reading and approval by City Council by October 1, 2017, but the formula for calculating the Payment in Lieu is increased from the \$3.40/square foot set forth in the currently proposed draft or is otherwise subject to terms materially different from the currently proposed draft, then Owner shall have the option to accept such changes and elect to pay to the City the additional amount, if any, required for the Payment in Lieu, or Owner may elect instead not to participate in the Payment in Lieu, in which case the Deposit shall be refunded in full to Owner, and the Workforce Housing Covenants shall be recorded in the RMC Office for Charleston County and take effect as provided therein; and (iii) if the Ordinance Amendment has not received final reading and approval by City Council by October 1, 2017, the Deposit shall be refunded in full to Owner, and the Workforce Housing Covenants shall be recorded in the RMC Office for Charleston County and take effect as provided therein. In the event that the Deposit is refunded to Owner and the Workforce Housing Covenants recorded as provided above, and subsequently City Council approves final reading of the Ordinance Amendment, Owner may still elect to participate in such payment in lieu option as provided for other existing workforce housing properties under the terms of the Ordinance Amendment as approved by City Council.

4. Miscellaneous.

- a. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same agreement. Further, a photographic, photostatic, facsimile or other reproduction of a signature to this Agreement, when delivered to evidence the actual execution of this Agreement by a party hereto, shall be deemed to be the execution of this Agreement by such party and shall be enforceable as an original executed document.
- b. The parties represent and warrant to each other that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.
- c. The headings of this Agreement are for convenience of reference only and do not in any way limit or amplify the terms and provisions hereof.
- d. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.
- e. This Agreement shall be governed and interpreted in accordance with the internal laws of the State of South Carolina without application of conflicts of laws provisions that would require the application of the law of any other jurisdiction.
- f. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect and the parties shall use their best efforts to substitute a like but enforceable and valid provision in lieu of the unenforceable or invalid provision.
- g. Each notice, instruction or other certificate required or permitted by the terms hereof shall be in writing and shall be communicated by personal delivery, electronic mail, certified or registered mail, return receipt requested, or Federal Express (or other nationally recognized overnight courier) to the parties hereto at the address shown below, or at such other address as any of them may designate by notice to each other.

If to Owner: CRP/SSCP WOOLFE STREET OWNER, LLC

Attention: John Long

3715 Northside Parkway, Suite 1-310

Atlanta, GA 30327 Phone: 404-583-8047

Email: ilong@southcitypartners.com

With a copy to: Justin Ferira

235 St. Philip Street, Unit B

Charleston, SC 29401

Email: jferira@seine-group.com

and

Womble Carlyle Sandridge & Rice, LLP

5 Exchange Street Charleston, SC 29401

Attention: W. Foster Gaillard Email: fgaillard@wcsr.com

If to City: City of Charleston

Department of Housing and Community Development

Attention: Director

75 Calhoun Street, Suite 3200 Charleston, SC 29401-3506

With a copy to:

City of Charleston

Attention: Legal Department

PO BOX 304

Charleston, SC 29402

- h. Each of the parties hereto shall execute and deliver such additional documents and take such actions as may be reasonably requested in order to fully carry out the intent and purpose of this Agreement.
- i. This Agreement supersedes all prior agreements, understandings, representations and statements, if any, regarding the subject matter contained herein, whether oral or written, and no amendment of this Agreement shall be valid and binding upon the parties unless made in writing and signed by an authorized officer on behalf of each of such party.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first written above.

Owner:	CRP/SSCP WOOLFE STREET OWNER, LLC, a Delaware limited liability company
	By: CRP/SSCP Woolfe Street Venture, L.L.C., a Delaware limited liability company Its: sole member and sole manager
	By: Seine-SCP Woolfe Street, LLC, a Georgia limited liability company, its administrative member
	By: Seine-SCP Woolfe Street Manager, LLC a Georgia limited liability company, its manager
	By: SCP Investments, LLC, a Georgia limited liability company its manager
	By: South City Partners, LLC, a Georgia limited liability company, its manager
	By: Name: Its:
CITY:	City of Charleston
	Ву:
	Name: Title: Mayor
	Attest:
	Name: Title: Clerk of Council

Exhibit A

Workforce Housing Covenants

[attached hereto]

STATE OF SOUTH CAROLINA)	
)	DECLARATION OF COVENANTS,
COUNTY OF CHARLESTON)	CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made and entered into this _____ day of _____, 2017, by CRP/SSCP WOOLFE STREET OWNER, LLC, a Delaware limited liability company, its successors and assigns, (the "Declarant"), having its principal address at 3715 Northside Parkway, Suite 1-310, Atlanta, GA 30327.

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located at 28 Woolfe Street in the City of Charleston, Charleston County, South Carolina, upon which the Declarant intends to construct a mixed-use residential project to be known as Skygarden (the "Regime") consisting of approximately 94 residential units (each a "Unit" and collectively the "Units"); and

WHEREAS, the Declarant desires to submit those certain [15%] residential Units identified on Exhibit A attached hereto and incorporated herein by reference (the "Skygarden Workforce Housing Units") to the plan and operation of this Declaration in general accordance with the district designation Mixed Use 2 – Workforce Housing District (MU-2/WH) in effect on the date of this Declaration, as codified in Chapter 54 of the Code of the City of Charleston (Zoning Ordinance), Article II, Part 15, as amended to the date of this Declaration (the "Ordinance");

NOW, THEREFORE, the Declarant hereby declares that all of the Skygarden Workforce Housing Units shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of the Skygarden Workforce Housing Units, said easements, restrictions, covenants, charges, liens and conditions shall touch, concern and run with the title to the Skygarden Workforce Housing Units and shall be binding on all parties having any right, title or interest in the Skygarden Workforce Housing Units or any portion thereof. This Declaration shall also bind the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of any party which purchases, takes or holds any interest in the Skygarden Workforce Housing Units.

ARTICLE I DEFINITIONS

Section 1. "Area Median Income" shall mean and have reference to the median family income, based upon applicable family size of a Qualified Household for the Charleston-North Charleston metropolitan statistical area as published by the United States Department of Housing and Urban Development (together with its successors, "HUD"), as adjusted for household size by the City of Charleston Department of Housing and Community Development (together with its successors, "DHCD"). If HUD should no longer compile and publish such statistical information,

the most similar information compiled and published by HUD, or any other branch or department of the federal government or the State of South Carolina, or the City of Charleston shall be used for the purpose of determining Area Median Income.

The Owner shall be required to submit to the City of Charleston Department of Housing and Community Development, or its successor, verified income reports of household income of all occupants of the Rental Workforce Housing Units at the inception of each tenancy of a Rental Workforce Housing Unit and no less than on a yearly basis thereafter, as determined by the City of Charleston Department of Housing and Community Development, or its successor.

- Section 2. "City" shall mean and have reference to the City of Charleston, a municipal corporation, duly organized and existing under the laws of the State of South Carolina.
- Section 3. "Rental Workforce Housing Unit(s)" shall mean and have reference to those [15%] residential units (as defined in the Ordinance) identified in Exhibit A made available for lease by Qualified Households as may be amended pursuant to Article II of this Declaration.
- Section 4. "Declarant" shall mean and have reference to CRP/SSCP WOOLFE STREET OWNER, LLC, a Delaware limited liability company, its successors and assigns.
- Section 5. "Fair Market Rent" applicable to each Rental Workforce Housing Unit shall mean and have reference to a fixed rate equal to thirty (30%) percent of eighty (80%) percent of Area Median Income, as published annually by HUD. Fair market Rent shall not include payment for cable and internet service, furniture, or television, utilities, or water service. Payment for these services, as offered to and elected by tenants, shall be paid separately and independently of Fair Market Rent.
- Section 6. "Household Income" shall mean and have reference to all sources of financial support, both cash and in kind, of all adult members of a household, including, without limitation, wages, salaries, tips and commissions, all forms of self-employment income, interest, dividends, net rental income, income from estates or trusts, social security benefits, railroad retirement benefits, supplemental security income, aid to families with dependent children or other public assistance welfare programs, other sources of income regularly received including veterans' (VA) payments, unemployment compensation, child support and alimony, awards, prizes, lottery income, government or institutional or eleemosynary loans, grants or subsidies, and contributions made by family or others for medical, financial, personal or educational needs.

Section 7. Intentionally Left Blank.

Section 8. "Owner" shall mean and have reference to, at any particular point in time, the owner in fee simple of any Skygarden Workforce Housing Unit, and the owner's heirs, successors and assigns. Nothing in this Agreement shall prohibit the sale of any Rental Workforce Housing Unit to a subsequent Owner, so long as this Declaration remains in full force as to the Rental Workforce Housing Units and the restrictions applicable to their rental conditions.

Section 9. "Qualified Household" for Rental Workforce Housing shall mean and have reference to those households where Household Income does not exceed eighty percent (80%) of the Area Median Income as of the date of lease of a Rental Workforce Housing Unit by the Qualified Household;

ARTICLE II OCCUPANCY RESTRICTIONS; NOTICE OF TRANSFER

The Skygarden Workforce Housing Units are hereby restricted to occupancy by Qualified Households for a period of ten (10) years commencing August 1, 2018, for any such Skygarden Workforce Housing Unit, provided, however, Declarant may exchange, from time to time, one or more Rental Workforce Housing Units subject to this Declaration by substituting an equal number of Units in the Regime from the list set forth on Exhibit B attached hereto and incorporated herein by reference, so long as (i) each Unit substituted is currently occupied or reserved for occupancy by a Qualified Household, (ii) the minimum number of Rental Workforce Housing Units required by this Declaration and the Ordinance are designated as Rental Workforce Housing Units pursuant to this Declaration, and (iii) such substitution is reflected on an amendment to this Declaration recorded at least annually which amends Exhibit A by removing one or more Rental Workforce Housing Units released from this Declaration, during the previous twelve (12)-month period, and including an equal number of Units to this Declaration added to this Declaration, simultaneously with any release of a Rental Workforce Housing Unit, during the previous twelve (12)-month period, which, when so added, became, for all purposes under this Declaration, a Rental Workforce Housing Unit. The Declarant shall forward a copy of such amendment to the City at least ten (10) days prior to recording the amendment in the RMC Office for Charleston County.

ARTICLE III GENERAL PROVISIONS

Section 1. Enforcement. Declarant and/or the Owner(s) shall have the right to enforce all covenants, conditions or restrictions imposed by the provisions of this Declaration by any proceeding at law or in equity; furthermore, this Declaration shall be enforceable by the City by any proceeding at law or in equity, including revocation of a certificate of occupancy.

The Declarant and the Owner(s) hereby acknowledge and agree that the covenants, conditions and restrictions set forth herein are imposed for the term set forth in Article II, in part, for the benefit of the City, and that the City has an interest in real property and social, cultural and economic interests that benefit from the imposition of these covenants, conditions and restrictions. The benefits of these covenants, conditions and restrictions shall run with, bind and burden the Skygarden Workforce Housing Units for the term set forth in Article II. The Declarant and the owners of Units acknowledge and agree that these covenants, conditions and restrictions benefit the Regime, and all Units therein, by providing additional density with the addition of the Skygarden Workforce Housing Units therein. The Declarant, the Owner(s) and the City further

acknowledge and agree that a breach of the covenants, conditions and restrictions set forth herein shall potentially result in a broad range of economic, social, cultural and residential damages to a large number of parties, that such damages are difficult if not impossible to determine, and that the Declarant, Owner(s) and the City shall be entitled to seek such remedies as may be available at law or in equity, including, without limitation, injunctive relief and specific performance. The City shall be entitled to recover reasonable attorney's fees and costs from the Declarant and/or the Owner(s) in the event of a breach of this Declaration by the Declarant and/or the Owners, as the case may be.

Failure by Declarant, the Owner(s) or the City to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 3. Amendment. So long as Declarant owns any Skygarden Workforce Housing Unit, Declarant hereby reserves and shall have the sole right, subject to the approval of the City, which approval shall not be unreasonably withheld, to:

- (a) amend this Declaration, or any supplemental declaration, for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein;
- (b) include in any contract or deed, or other instrument hereafter made, any additional covenants, conditions and/or restrictions, including restrictions on use, applicable to any Skygarden Workforce Housing Unit which do not lower the standards of the covenants, conditions and restrictions contained herein; and
- (c) amend this Declaration, or any supplemental declaration, in any manner if such amendment is necessary to: (a) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) enable any reputable title insurance company to issue title insurance coverage on the Skygarden Workforce Housing Units; (c) enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, to make, purchase, insure or guarantee mortgage loans on the Skygarden Workforce Housing Units; (d) enable any reputable private insurance company to insure mortgage loans on the Skygarden Workforce Housing Units; and (e) satisfy the requirements of any local, state or federal governmental agency.

Section 4. Notice. Any notice required by this Declaration shall be in writing, and shall be delivered either (i) in person, (ii) by first-class, certified mail, return receipt requested, postage prepaid, or (iii) by federal Express (or other nationally recognized overnight courier), return receipt requested, with postage or delivery charge prepaid. If the notice is to the Declarant,

it shall be addressed to the Declarant at the street mailing address first above stated unless fee simple title to the Rental Workforce Housing Units has been subsequently assigned to a new Owner. If the notice is to the City, it shall be addressed to the City at the three addresses set forth below. In addition, any party may designate another address by notice to the other parties as provided herein. Any notice shall be deemed to be given to and received by the other party on the date of delivery if personally delivered, two (2) days after the date of mailing if mailed as described above, and one (1) day after it was placed with the overnight courier as described above. Notice to the City shall be complete only after City Hall, the Housing Director (or the equivalent successor) and Corporation Counsel have each received delivery of the notice:

The City of Charleston Attn: Clerk of Council City Hall 80 Broad Street Charleston, SC29401

The City of Charleston
Department of Housing and Community Development
Attn: Director
75 Calhoun Street, Suite 3200
Charleston, SC 29401-3506

The City of Charleston Attn: Corporation Counsel Legal Department 50 Broad Street Charleston, SC 29401

Section 5. Survival. This Declaration and the covenants, conditions and restrictions contained herein shall survive any foreclosure, deed in lieu of foreclosure or death of an Owner during the term of this Declaration as set forth in Article II hereof. In the event of the death of an Owner, the Owner's devisee(s), heir(s), successor(s) and/or assign(s) obtaining an interest in the Skygarden Workforce Housing Unit shall be deemed a Qualified Household, provided such devisee(s), heir(s), successor(s) and/or assign(s) provide written notification to the City of such transfer of interest within sixty (60) days after the death of the Owner.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the day and year first above written.

WITNESSES:	DECLARANT:	
	CRP/SSCP WOOLFE STREET OWNER, LLC, a Delaware limited liability company	
	By: CRP/SSCP Woolfe Street Venture, L.L.C., a Delaware limited liability company Its: sole member and sole manager	
	By: Seine-SCP Woolfe Street, LLC, a Georgia limited liability company, its administrative member	
	By: Seine-SCP Woolfe Street Manager, LLC a Georgia limited liability company, its manager	
	By: SCP Investments, LLC, a Georgia limited liability company its manager	
	By: South City Partners, LLC, a Georgia limited liability company, its manager	
	By: Name: Its:	

STATE OF)
COUNTY OF)
Before me, the undersigned Notary Public, personally appeared, CRP/SSCP WOOLFE STREET OWNER, LLC, a Delaware limited liability company, by CRP/SSCP Woolfe Street Venture, L.L.C., a Delaware limited liability company, its sole member and sole manager, by Seine-SCP Woolfe Street, LLC., its administrative member, by Seine-SCP Woolfe Street Manager, LLC, its manager, by SCP Investments, LLC, its manager, by South City Partners, LLC, its manager, by, its, who executed the foregoing instrument this day of, 2017, and acknowledged that he executed the same.
(L.S.)
Notary Public for
Print Name:
My Commission Expires:

EXHIBIT A

The following units (each of which is a one bedroom unit) shall be the Designated Rental Workforce Housing Units:

Unit 304

Unit 315

Unit 408

Unit 411

Unit 508

Unit 511

Unit 608

Unit 611

Omi or.

Unit 708

Unit 711

Unit 807

Unit 809

Unit 906

Unit 908

EXHIBIT B

Unit 111	Unit 612
Unit 301	Unit 613
Unit 302	Unit 701
Unit 303	Unit 702
Unit 305	Unit 703
Unit 306	Unit 704
Unit 313	Unit 705
Unit 314	Unit 706
Unit 316	Unit 707
Unit 317	Unit 709
Unit 401	Unit 710
Unit 402	Unit 712
Unit 403	Unit 713
Unit 404	Unit 801
Unit 405	Unit 802
Unit 406	Unit 803
Unit 407	Unit 805
Unit 409	Unit 806
Unit 410	Unit 808
Unit 412	Unit 810
Unit 413	Unit 811
Unit 501	Unit 901
Unit 502	Unit 902
Unit 503	Unit 903
Unit 504	Unit 904
Unit 505	Unit 905
Unit 506	Unit 907
Unit 507	Unit 909
Unit 509	Unit 910
Unit 510	Unit 1001
Unit 512	Unit 1002
Unit 513	Unit 1003
Unit 601	Unit 1004
Unit 602	Unit 1005
Unit 603	Unit 1006
Unit 604	Unit 1007
Unit 605	Unit 1008
Unit 606	Unit 1009
Unit 607	Unit 1010
Unit 609	
Unit 610	END